



WASHOE COUNTY

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CM/ACM _____
Finance KC
DA _____
Risk Mgt. _____
HR _____
Grants Mgt. GE

STAFF REPORT

BOARD MEETING DATE: September 23, 2014

DATE: August 29, 2014
TO: Board of County Commissioners
FROM: Ken Retterath, Interim Director, Department of Social Services
kretterath@washoecounty.us 775.785.8600
THROUGH: Kevin Schiller, Assistant County Manager
SUBJECT: Approve an agreement between the County of Washoe and Action for Child Protection up to \$650,000, this amount is inclusive of \$225,000 to be subcontracted to the Ruth Young Center, for continued technical assistance and training to the Department; approve a Subgrant Agreement between Washoe County and The Children's Cabinet for \$1,357,635 to provide case management and supportive services to SAFE-FC families effective September 30, 2014 through September 29, 2015; and execute Resolution authorizing the Grant of Public Money to a Private Nonprofit Organization. (All Commission Districts)

SUMMARY

The Department is recommending the Board approve an agreement between the County and Action for Child Protection up to \$650,000, this amount is inclusive of \$225,000 to be subcontracted to the Ruth Young Center, for continued technical assistance and training to the Department and approve a Subgrant Agreement with the Children's Cabinet up to \$1,357,635. Funding for these programs is from the Federal Administration for Children and Families as part of the Permanency Innovations Initiative (PII) Grant.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

On September 9, 2014, the Board accepted a \$2,666,667 grant from the Federal Administration for Children and Families (\$333,295 County match) to prevent long-term foster care effective September 30, 2014 through September 29, 2015.

On December 17, 2013, the Board approved an agreement with Action for Child Protection up to \$803,000, amount inclusive of \$350,000 to be subcontracted to the Ruth Young Center, for continued technical assistance and training to the Department and approved a Subgrant Agreement between Washoe County and Children's Cabinet up to \$1,250,000 to

AGENDA ITEM # 13

provide case management and supportive services to SAFE-FC families retroactive from September 30, 2013 through September 29, 2014.

On November 12, 2013, the Board accepted a \$2,650,824 grant from the Federal Administration for Children and Families (\$331,316 cash match) to prevent long-term foster care retroactive to September 30, 2013 through September 29, 2014.

On December 11, 2012, the Board authorized the Chairman to execute a retroactive contract between the County and Action for Child Protection in the amount of \$753,224, this amount is inclusive of the \$345,889 subcontracted to the Ruth Young Center for continued technical assistance and training to the Department and approved a subrecipient Grant Program Agreement with the Children's Cabinet in the amount of \$1,623, 216 to provide case management services to SAFE-FC families from September 30, 2012 through September 29, 2013.

On October 23, 2012, the Board approved acceptance of a \$2,929,674 grant, (\$325,524 County Match required, \$161,460 in-kind salary/benefits and \$164,064 cash) from the Federal Administration for Children and Families to prevent long-term foster care for FFY2013.

On April, 2012, the Board approved accepting the year one carry forward money approved by the Children's Bureau (CB).

On November 8, 2011, the Board accepted a \$3,000,000 grant award, \$333,333 County match required, (\$130,198 in-kind salary/benefits and \$203,135 cash) for year two of the grant.

On October 26, 2010, the Board accepted a \$2,234,181 grant, \$248,242 County match required (\$123, 40 in-kind salary and benefits and \$125,102 cash), from the Administration for Children and Families and approved a contract with Action for Child Protection in the amount of \$1,326,990 for the first year Assessment/Planning Phase.

BACKGROUND

After receiving permission from Finance in July of 2010 to pursue this grant, Action for Child Protection, the University of Maryland Ruth Young Center, and the Department worked collaboratively to develop and submit a grant proposal to the Children's Bureau. The purpose of the grant was to reduce the number of children-in long-term foster care.

The Department originally entered into a cooperative agreement with the Children's Bureau in October 2010. Since that time the Department has collaborated with the Children's Bureau, Federal contractors, Department contractors, DCFS, and local community stakeholders in system wide preparation and installation activities necessary to implement the SAFE-FC intervention and implement randomized case assignment. SAFE (Safety Assessment and Family Evaluation) is a comprehensive assessment and intervention approach currently being implemented Statewide; Family Connections (FC) is an evidence-

based family centered service model of practice to help families meet the basic needs of their children preventing out-of-home placement. Case assignment and the collection of evaluation and research data began in August 2012.

Specific activities associated with Action for Child Protection include completion of intervention model design and manual development, curriculum development and training of agency staff, designing and conducting performance assessment (i.e. case reviews), ongoing coaching and mentoring of staff with focus on supervisory competency, participation in project management activities, participating in evaluation and research requirements, developing and conducting competency exams, data analysis and report development, training of community stakeholders, and facilitating staffs' foundational skill development towards adherence to the SAFE model in support of the SAFE-FC initiative.

The Children's Cabinet (CC) also has significant and primary activities to accomplish during this contract period. These activities include participating in regular case staffing and consultation with Agency staff; facilitating the development, installation, and management of safety plans (both in-home and out-of-home); assisting with the development of and participating in staff training, providing case management services specific to safety, change focused and concrete services to support the SAFE-FC intervention; participation in evaluation and research activities; participating in project management activities, providing regular performance reports to the Agency. Specific leadership and associated program duties are also required by CC related to the development and installation of tasks associated with the newly developing intervention approach called Population 3 (i.e. children currently in care where reunification with a parent is not possible). Requirements related to this new population are still being refined between the Department and the Children's Bureau.

FISCAL IMPACT

Sufficient budget authority was estimated and adopted in the FY15 budget process for the funding of year five of the Federal Administration for Children and Families Grant which includes the funding to support these agreements in IO #11123; no amendment is required.

RECOMMENDATION

Recommendation to approve an agreement between the County of Washoe and Action for Child Protection up to \$650,000, this amount is inclusive of \$225,000 to be subcontracted to the Ruth Young Center, for continued technical assistance and training to the Department; approve a Subgrant Agreement between Washoe County and The Children's Cabinet for \$1,357,635 to provide case management and supportive services to SAFE-FC families effective September 30, 2014 through September 29, 2015; and execute Resolution authorizing the Grant of Public Money to a Private Nonprofit Organization.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "move to approve an agreement between the County of Washoe and Action for Child Protection up to \$650,000, this amount is inclusive of \$225,000 to be subcontracted to the Ruth Young Center, for continued technical assistance and training to the Department; approve a Subgrant Agreement between Washoe County and The Children's Cabinet for \$1,357,635 to provide case management and supportive services to SAFE-FC families effective September 30, 2014 through September 29, 2015; and execute Resolution authorizing the Grant of Public Money to a Private Nonprofit Organization".

AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, "County", and Action for Child Protection, Inc., "Contractor".

WITNESSETH

WHEREAS, the County is responsible pursuant to State and federal laws for the safety, health and welfare of abused or neglected children located within Washoe County; including providing counseling, evaluation and educational services; and

WHEREAS, the County has reviewed the services which can be provided by the Contractor and found those services to be beneficial to fulfilling the needs of children and families in, or being served by, the child welfare system in Washoe County; and

WHEREAS, the County and Contractor desire to enter into a formal Agreement setting forth their responsibilities and liabilities in regard to provision of such services.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, it is agreed by and between the parties as follows:

1. Term. This Agreement shall be for a one year period commencing on September 30, 2014, and continuing through September 29, 2015, or until this Agreement is terminated pursuant to paragraph 8 hereof, whichever date shall first occur.

2. Obligations of Contractor. The Contractor agrees to engage in activities supporting the County responsibilities as identified in the Cooperative Agreement HHS-2010-ACF-ACFY-CT-0222 between the County and the Administration of Children, Youth and Families (ACYF), Children's Bureau (CB) which is not incorporated into this Agreement by reference. The Cooperative Agreement may be used as a reference and a guide to activities and responsibilities of the parties.

Contractor agrees that the scope of work will include but not be limited to:

- Provide technical assistance to the County in their initiative to prevent long-term

foster care;

- Collaborate with the County to design and implement an integrated safety management - family strengthening intervention to reduce long-term foster care in Washoe County;
- Subcontract with and work with University of Maryland's Ruth H. Young Center for Families and Children (RYC) to perform the tasks and activities specified in the County's proposal to the U.S. DHHS, Children's Bureau (CB) in response to HHS-2010-ACF-ACYF-CT-0222;
- Each party shall designate a staff member to act as a primary contact person for any issues surrounding this Agreement.

Core tasks to be completed by Contractor for the period covered by this agreement are as follows:

- Participate in the Project Management Team including monthly on-site meetings, to be arranged between the parties;
- Deliver monthly on-site technical assistance and consultation;
- Provide consultation regarding proposed revisions to the SAFE or SAFE-FC intervention models Intake Assessment (IA), Nevada Initial Assessment (NIA), and Confirming Safe Environments (CSE).
- Develop fidelity assessment instruments and conduct reviews associated with SAFE-FC model core components.
- Participate in evaluation activities required by the CB evaluator;
- Develop and conduct trainings and Coaching programs related to the SAFE model, Consultative Supervision, or the SAFE-FC intervention approach.
- Facilitate Supervisory Peer to Peer Reviews that focus on NIA Fidelity and Case Consultation;
- Conduct Roundtables with NIA workers focusing on specific case consultation and with supervisors focusing on consultative supervision with staff;
- Provide Foundational PCFA & SMART CASE Plan training for SAFE-FC workers and PCFA training for workers and the SAFE-FC Implementation Purveyor Team;
- Implement Practicum Experiences;
- Implement SAFE-FC Competency exams and SAFE-FC Proficiency Skill Demonstrations;
- Train and prepare Washoe staff to conduct fidelity assessments;
- Assist with any required and requested Agency policy revision or development;
- Implement both local monthly and quarterly fidelity assessments and manage the fidelity assessment system in Qualtrics;
- In conjunction with Washoe County, support the development and installation of a sustainable Quality Assurance Framework.
- Facilitate and assist in establishing internal capacity to provide consultation, coaching, and mentoring;
- Contribute to the development of training case materials (videos, training materials) to be responsive to the ethnicity and other case characteristics in the target population;
- Participate in presentations about the project at national conferences and

- meetings as authorized by County;
- Participate in advisory committee meetings as authorized by the County;
- Assist in identifying modifications for SAFE-FC in UNITY;
- Participate in the development, planning, and installation of a revised agency wide intervention approach related to "scaling up" post PII data collection;
- Contribute to the submission of a finalized intervention manual;
- Provide finalized copies of all primary training curricula and Coaching Plans utilized in support of installing SAFE-FC per the Y5 CB Benchmarks;
- Participate in the completion of any cost study evaluation as required by Year 5 CB Benchmarks.

3. OBLIGATIONS OF COUNTY. The County shall timely review each monthly invoice submitted by the Contractor and shall use reasonable efforts to approve or disapprove payment in full or in part within 15 days after it is received. If an invoice is approved in full, the County shall pay to the Contractor an amount in accordance with the provisions set forth. The County shall not unreasonably withhold approval of payment of the invoice; however, the County has the right to request Contractor to provide any additional information about the services provided. If the invoice submitted by Contractor lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Contractor, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform Contractor in writing of the specific reason for disapproval and Contractor shall have 10 days in which to provide the County with the requested information. The total payments made by the County to the Contractor shall not exceed the maximum amount set forth in Paragraph 7 of this Agreement.

4. Invoices. The Contractor shall provide a written invoice to the County during the term of this Agreement in the form required by the County. Documentation to support the expenses will be provided. The invoice must be submitted no later than 15 days after the end of the preceding month and must be executed under penalty of perjury by an official of the Contractor who is empowered by the Contractor to enter into contracts on its behalf.

5. Notification of Change of Chief Executive Officer. The Contractor shall notify the County in writing of a change in Chief Executive Officer, and of the new Chief Executive Officer's or Acting CEO's name and telephone number.

6. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Contractors are aware of and accept the responsibility for losses or

liabilities related o their activities. These requirements are set forth in Exhibit A, which is attached hereto and incorporated by reference. All conditions and requirement identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.

7. Payment. During the term of this Agreement and subject to performance of all terms and conditions of this Agreement, the County shall pay the Contractor for services rendered, in the amount not to exceed \$650,000 this amount is inclusive of \$225,000.00 to RYC. Contractor represents that its professional fee is \$1,800 per day. Any payment to Contractor shall be made only after the County has approved the monthly invoice in accordance with Section 4. The Contractor understands and agrees that failure to comply with any term or condition of this Agreement is a valid reason for the County to refuse to make any payment for authorized and covered services rendered.

8. Termination. The County or the Contractor may terminate this Agreement should the Children's Bureau terminate the funding. Termination shall become effective 15 days after actual services of a written Notice of Termination by either party upon the other party. Actual notice means receipt of a written Notice of Termination. The Notice must be served at the following addresses:

COUNTY:

Washoe County Social Services
ATTN: Ken Retterath
P.O. Box 11130
Reno, NV 89520-0027
775.785.8600 | Fax 775.785.5640

CONTRACTOR:

Action for Child Protection
ATTN: Theresa Costello
2101 Sardis Road North, Suite 204
Charlotte, NC 28227
704.845.2121 | Fax 704.845.8577

If a cancellation is made pursuant to this Agreement, a final invoice of the type described in paragraph 4 must be immediately prepared by the Contractor within seven (7) days after the effective date of the cancellation setting forth supportive housing or services provided by the Contractor from the date of its last invoice/report to the effective date of the cancellation. After approval of the final invoice in the manner provided in paragraph 8, the County shall pay the Contractor any amounts owed under paragraph 7 for services actually provided prior to the effective date of cancellation.

MISCELLANEOUS PROVISIONS

9. Independent Contractor. It is intended by the parties that Contractor perform its obligations as an independent contractor and not as an agency or employee of the County. Contractor is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status

as an independent contractor.

10. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable without prior written notice and approval by County. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

11. Waiver. A waiver or any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

12. Merger/Amendment. This Agreement, together with the attached Exhibit A, if applicable, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

13. Authority. The person executing this Agreement on behalf of Contractor certifies that he/she has the power and authority to bind Contractor to the terms and conditions of this Agreement.

14. Compliance With Laws. The Contractor agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

15. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

16. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

17. Limited Liability. County will not waive and intends to assert available defenses

and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. Contractor's Certification. Contractor, its principals and agents, to the best of its knowledge and belief:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

COUNTY OF WASHOE, by and through its

Board of County Commissioners

By _____
Chairman, Washoe County Commission

Date _____

Action for Child Protection

By _____
Theresa Costello, Executive Director

Date _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014, before me, the undersigned, a Notary Public in and for the County _____, State of _____, duly commissioned and sworn, personally appeared _____, known to me to be the Executive Director for Action for Child Protection, who executed the within Agreement and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

NOTARY

Exhibit A

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR SERVICE CONTRACTS

INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this Agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-CONTRACTOR in the performance of their CONTRACTOR services under the Agreement.

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-CONTRACTOR, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONTRACTOR'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-CONTRACTORS. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-CONTRACTOR by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-CONTRACTOR is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the CONTRACTOR Liability Policy.

Should COUNTY and CONTRACTOR agree that higher CONTRACTOR Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONTRACTOR'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-CONTRACTOR. Sub-CONTRACTOR shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-CONTRACTOR, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-CONTRACTORS under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR under this Agreement if CONTRACTOR is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Contract;
 - c. Terminate the Agreement.

SUBGRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 by and between Washoe County, a political subdivision of the State of Nevada by and through the Washoe County Department of Social Services (County or WCDSS) and The Children's Cabinet, a Nevada nonprofit corporation having a business address of 1090 S. Rock Blvd., Reno NV 89502 (Cabinet or Sub-recipient).

WITNESSETH

WHEREAS, WCDSS is responsible pursuant to State and federal laws for the safety, health and welfare of abused or neglected children found within Washoe County; and it provides services to such children, including counseling, evaluation and educational services; and

WHEREAS, on October 26, 2010, Washoe County accepted a five year grant award from the U.S. Department of Health and Human Services, to support the Initiative to Reduce Long-Term Foster Care (Initiative). (HHS-2010-ACF-ACYF-CT-0022). The purpose of this Initiative was to fund demonstration projects that support the implementation and test the effectiveness of innovative intervention strategies designed to improve the permanency outcomes of subgroups of children that have the most serious barriers to permanency in spite of the reform efforts in the Adoption and Safe Families Act of 1997(ASFA); and

WHEREAS, on August 18, 2014, the County accepted grant funds in the amount of \$2,666,667.00 (CFDA Number 93.648, federal award number 90CT0157-05-00 for FFY 2015). The County's goals and services under the Initiative are set forth in the Washoe County Permanency Innovations Initiative (PII); and

WHEREAS, the County desires to subgrant funds in the amount of \$1,357,635.00 to The Children's Cabinet to support the Initiative by meeting the goals and providing the services as outlined in the Washoe County Permanency Innovations Initiative (PII); and

WHEREAS, the Sub-recipient is a nonprofit corporation as defined in the Internal Revenue Code 501(c)(3), the Sub-recipient is in good standing in its State of formation, and the Sub-recipient agrees to provide the County with a certificate of good standing as a condition precedent to the implementation of this Agreement; and

WHEREAS, in consideration of receipt of this funding, the Sub-recipient agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

DEFINITION OF TERMS

- a. County Staff: County Staff consists of persons working for Washoe County who are designated to administer the PII grant by the Director of WCDSS or his designee.

- b. Sub-Recipient Staff: The Sub-recipient staff consists of the person(s) from the Children's Cabinet who is responsible for the administration of the program and communications with the County Staff. This person(s) shall be identified in writing to the Director of WCDSS or his designee within 15 days of acceptance of the agreement by the County.
- c. Program Measurable Outcomes: Program measurable outcomes shall be mutually agreed to by the County and the Sub-recipient in writing as outlined within the Agreement.
- d. Action for Child Protection (Action): entity that provides technical and other assistance to County in developing the projects and programs that support the Initiative.
- e. Ruth Young Center (RYC): a subcontractor of Action who provides technical and other assistance to County in developing the projects and programs that support the Initiative.

1. TERM

The term of this Agreement shall be effective from September 30, 2014 through September 29, 2015. All of the services required shall be completed on or before September 29, 2015, unless the Agreement is modified in writing.

2. NOTICES

Communications and details concerning this agreement shall be directed to the following agreement representatives:

COUNTY

Washoe County Social Services
Ken Retterath, Interim Director
P.O. Box 11130
Reno, Nevada 89520
775.785.8600
775.785.5640 (Fax)

SUB-RECIPIENT

Children's Cabinet
Mike Pomi, Executive Director
1090 S. Rock Blvd.
Reno, NV 89502
775.856.0112
775.856.6208 (Fax)

3. PURPOSE OF SERVICE

The intent of this Agreement is to implement the Permanency Innovative Initiative and provide case management and supportive services to SAFE-FC cases.

4. PERMANENCY INNOVATION INITIATIVE- SCOPE OF WORK

Core tasks to be completed during the course of this Agreement are as follows:

- a. Comply with the Washoe County Permanency Innovations Initiative Program Guidelines;
- b. Comply with the Cooperative Agreement for the Initiative to Reduce Long-Term Foster Care HHS-2010-ACF-ACYF-CT-0022 entered into by Washoe County Social Services and Health and Human Services;
- c. Implement activities with Action and its subcontractor the Ruth Young Center, Washoe County staff, and the Children's Bureau as requested by the County Staff. Work collaboratively with County, Action and RYC, to develop curriculum and training materials for family services workers and oversee policy development for the Initiative;
- d. Develop written training curricula and plan for practicum; support staff attendance at all relevant initiative trainings, including UNITY training;
- e. Implement intervention and practice model to serve children meeting the criteria of Population 3 as approved through the Administration for Children, Youth, and Families;
- f. Develop and strengthen current concrete services in addressing the basic needs of families i.e., housing, child care, and employment;
- g. Participate as a member of the SAFE-FC Implementation Leadership Team in assisting with the coordination of implementation activities;
- h. Collaborate with Washoe County, ACTION and its subcontractor the Ruth Young Center (RYC) in the development of in home safety services with the Cabinet providing leadership over this development and then providing management of in home safety services and delivery of in-home safety services to support families receiving the SAFE- FC intervention;
- i. Recruit and select professional and paraprofessional safety service providers and change focused service providers developing contracts and protocols for the coordination of referrals and collaborating on the services provided to SAFE-FC families;
- j. Participate in the Protective Capacities Family Assessment (PCFA) process by assessing caregivers and children's functioning in various areas and providing reports to the SAFE-FC worker;
- k. Contribute to the ongoing monitoring and support with families to achieve case outcomes/goals by participating in the collaborative case coordination meetings with the SAFE-FC worker and the family; provide or coordinate with other community sources to deliver services tailored to enhance caregiver protective capacities;
- l. Continue to identify funding sources, including but not limited to state, federal, and foundation grants that will enable the Cabinet to provide direct services or provide payment for direct services to SAFE-FC families and once identified will apply for the grants;

- m. Provide progress reports based on outcomes provided by the SAFE-FC intervention manual;
- n. Hire adequate number of case managers and/or supervisors with input of County to carry out those activities as identified in the 2015 PII Work Plan (SAFE-FC and FSE) to be conducted by sub-recipient. The Children's Cabinet will vet all resumes and/or curricula vitae for key positions on the project with Washoe County Department of Social Services;
- o. Maintain files for clients who receive assistance that include all required data related to direct, safety and supportive services offered to Washoe County Social Services clients;
- p. Develop and implement written Policies and Procedures for the Permanency Innovations Initiative, including procedures to ensure the confidentiality of records pertaining to any individual provided services under this project;
- q. Assist with the coordination of evaluation and research requirements as developed by Westat and WCDSS;
- r. The Children's Cabinet will provide to Washoe County Department of Social Services for review and approval drafts of all updates or new materials that are developed or printed with resources made available under this agreement. Dissemination plans for such materials must also have prior approval. The Children's Cabinet will finalize, print and disseminate these materials following review and approval by Washoe County Department of Social Services;
- s. The Children's Cabinet will include the phrase "A service of the Children's Bureau" and proper disclaimer language and HHS logo (to be provided) on all products or materials produced, developed and disseminated with resources made available under this cooperative agreement;
- t. Comply with requirements of OMB Circulars 2 CFR Part 230, Cost Principles for Non-Profit Organizations (A-122), and OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, or Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F;
- u. Ensure the expenditure of these funds is in accordance with the audit requirements of the Single Audit Act of 1984 (Public Law 98-502) and Office Management and Budget Circular;
- v. Comply with requirements of OMB Circular A-133, concerning audit requirements. Sub-recipients expending more than \$500,000 annually in Federal funds will be required to complete a single audit of all Federal expenses and be performed by a Certified Public Accountant. Sub-recipients expending less than \$500,000 annually in Federal funds are exempt from OMB Circular A-133, but must provide audited financial statements to the allocating agency;

- w. Meet the requirements of the Americans for Disabilities Act 1990;
- x. Comply with Nondiscrimination and Equal Opportunity Requirements reflected in 24 CFR 5.105(a). Sub-recipient must ensure that PII assistance is available to all on a non-discriminatory basis and ensure that all citizens have equal access to information about, and equal access to, the financial assistance and services provided under the PII program;
- y. Comply with the requirements to Affirmatively Further Fair Housing as described under Section 808(e)(5) of the Fair Housing Act;
- z. Comply with the requirement that the PII program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. Units of general local government and non-profit organizations shall neither deny services to, nor otherwise discriminate in the delivery of services against any person, who otherwise meets the eligibility criteria for the program, on the basis of race, color religion, sex, age, national origin, citizenship, ancestry, marital or familial status, physical or mental handicap, sexual orientation because such person is a recipient of federal, state or local public assistance;
- aa. Provide close-out draw requests and all data to the County within thirty days of the end of the grant term;
- bb. Comply with the Drug-Free Workplace Act of 1988 (41 U.S. C 701, et seq.) and 24 CFT Part 21;
- cc. Comply with all monthly, quarterly and annual reporting requirements implemented by the County;
- dd. Submit a Request for Funds to County, at a minimum, by the 15th day of each month for funds expended for the preceding month. Reimbursements will not be authorized unless expenditures are substantiated in writing, includes staff time sheets reflecting PII-assisted hours, and includes the required data in Section 5. PROGRAM MEASURABLE OUTCOMES of this notice;
- ee. Acknowledge the requirements of Nevada law that in all contracts with state agencies, it is required all contractors must provide proof of workers' compensation coverage, and therefore requires Provider to submit proof of workers' compensation coverage in accordance with NRS 616.280 prior to the commencement of any work;
- ff. Agrees to track and report PII funds separately from other funding resources received by the agency;
- gg Submit in writing all requests to amend PII budgets, prior to expending funds from a

category other than what has been previously approved; and

hh. Sub-grantee shall allow duly authorized representatives of County to conduct reviews, audit, and on-site monitoring of PII client files, financial files, etc. in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether financial operations of the program are being conducted properly;
5. Whether required reports to County contain accurate and reliable information; and whether all of the activities of the program are conducted in compliance with the develop a consistent, standardized method of tracking what services are used, what service development may be needed beyond the original plan, and what services were unable to be developed; as well as a way to communicate this monitoring to the other team members.
6. Provisions of Federal and State laws and regulations and this Agreement.

5. PROGRAM MEASURABLE OUTCOMES

The Sub-recipient shall do, perform and carry out, in a satisfactory and proper manner, as determined by County staff, the following program measurable outcome:

Measurable Outcome:

Children's Cabinet provides three categories of services: Safety, Change/Focused, and Concrete Services. These services are provided in both direct staff time case management and through the purchase of services.

Children's Cabinet will provide leadership, management, case management, and program development and installation for the P3 intervention.

Children's Cabinet will provide staffing and support to the Computer Assisted Self Interview (CASI) assessment process.

Tracking Mechanisms:

The category, associated costs, and direct staff time required to provide services to families shall tracked and reported through methods mutually determined by both parties. Such reports may include UNITY data, fiscal reports, service delivery tracking, and staff allocation information.

6. REPORTING

For the purpose of this agreement, Sub-recipient will provide written status updates to the County on a monthly basis. Monthly reports will provide status updates for each category described under Section 5 as identified in this agreement. Additional reporting of activities specific to Section 4 of this agreement, Scope of Work, may also be required.

7. PROCEDURAL REQUIREMENTS

- a. The County Staff will monitor the performance of the Sub-recipient against each of the Core Tasks defined in the Scope of Work.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the County Staff, agreement suspension or termination procedures will be initiated. This provision is in addition to and not in substitution of the grounds for agreement termination set forth in Section 9(m) below.
- c. Program outcomes and core tasks may be administratively modified by County staff as necessary to comply with Health and Human Services evaluation guidelines for the PII program performance.
- d. Program outcomes and core tasks may be administratively modified by County staff if the Sub-recipient provides sufficient justification in writing three (3) months prior to the close of the grant term.

8. COMPENSATION

Payment During the term of this Agreement and subject to all terms and conditions set forth herein, the County shall reimburse Sub-recipient for actual direct costs associated with the Permanency Innovations Initiative and indirect costs per an approved Nonprofit Rate Agreement in an annual amount not to exceed one million three hundred fifty seven six hundred thirty five dollars (\$1,357,635.00).

The County shall not unreasonably withhold approval of payment of the invoice; however, the County has the right to request Contractor to provide more specific information about the services provided. If the invoice submitted by Contractor lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by Contractor, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform Contractor in writing of specific reason for disapproval and Contractor shall have 10 days in which to provide the County with the requested information.

Reimbursement requests must be submitted monthly and no later than 15 days after funds expended for the preceding month.

Form of financial backup. Sub-recipient shall be reimbursed after eligible expenses have been incurred and expended under this agreement in conformance with the terms and conditions of said agreement. Sub-recipient agrees, that all costs of any activity receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, agreements, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to Washoe County.

Sub-recipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to Washoe County.

9. GENERAL TERMS AND CONDITIONS

a. Required Reports/Audits.

The Sub-recipient agrees to file monthly or quarterly reports, whichever is outlined in this agreement. Sub-recipient agrees to provide all data necessary for the development and submission of the PII Quarterly Report, and to provide the data in the format determined by the County. An annual audit covering the grant year(s) in this agreement must be submitted to the County within 90 days of the end of the Sub-recipient's fiscal year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices and OMB rules pertaining to federal grant funds.

b. Required Project Record Keeping and Bookkeeping. The Sub-recipient agrees to provide for bookkeeping and client record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this agreement. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the County Staff. Specific client records, including names, shall be available to the County Staff upon request.

c. Personal Property. All personal property purchased by the Sub-recipient, with written prior approval of the County and with funds obtained pursuant to the Agreement, shall be the property of the Sub-recipient unless otherwise provided in writing by the County.

d. Purchase of Equipment and Supplies. The Sub-recipient shall only acquire or purchase equipment, supplies or services where the estimated cost is more than \$10,000 after requesting bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$25,000, requests for bids must be submitted to three or more persons capable of performing the agreement, if available. No lead-based paint is to be purchased or used on any project.

e. Lobbying. The Sub-recipient agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.

f. Program Income. Sub-recipient who derives income from their program activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis, and must expend all income in a manner consistent with the rules and regulations that govern the grant funds.

g. Disposition of Program Income. At the end of the program, County may

require remittance of all or part of any program income balances (including investments thereof) held by the Sub-recipient.

- h. **Insurance and Indemnification.** Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to ensure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. Insurance, indemnification and hold harmless requirements are established in Exhibit A, attached to this Agreement.
- i. **Health Insurance Portability And Accountability Act (HIPAA)** Sub-recipient agrees to safeguard clients' protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. Sub-recipient shall protect all health information that is created or received by sub-recipient or made available in any form, including paper record, oral communication, audio recording and electronic medium. Sub-recipient shall comply with the terms and conditions set for in Exhibit B, incorporated herein by this reference.
- j. **Legal Actions Against Sub-recipient.** If any legal action is filed against the **Sub-recipient**, the **Sub-recipient** shall immediately notify County staff. Sub-recipient will not use any funds or resources which are provided by County under this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation.
- k. **Assignment of Agreement.** It is agreed by and between the parties hereto that neither this agreement nor any part thereof may be assigned by the Sub-recipient, and that in the event that the Sub-recipient does so assign, the County Staff may, at their option, terminate this agreement and be relieved of further obligation to the Sub-recipient.
- l. **Federal Procurement Eligibility.** The Sub-recipient certifies that a non-federal entity, the Sub-recipient and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- m. **Grounds for Reduction of Compensation or Termination of the Agreement.** The County Staff reserves the right to terminate this agreement or to reduce the contract compensation amount upon written notification to the Sub-recipient that any one or more of the following has occurred:
 - 1. Failure of the Sub-recipient to file monthly financial reports by 15 days after funds expended for the preceding month;
 - 2. Failure of the Sub-recipient to meet any standards specified in this agreement, or the Washoe County PI! Program Guidelines;
 - 3. Expenditures under this agreement for ineligible staff time, activities,

services, or items;

4. Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this agreement;
5. Failure of the Sub-recipient to comply with the State and Federal Accounting Laws;
6. Sub-recipient employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
7. Where applicable, notification by HHS to the County Staff that said programs are ineligible because of services provided;
8. Failure of the County or the Sub-recipient to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Agreement;
9. Where applicable, written notification from HHS to the County Staff that the program funds made available to the County are being curtailed, withdrawn, or otherwise restricted and County's subsequent notification to Sub-recipient of same;
10. Notification by the County staff that the County has failed to appropriate or budget funds for the purposes specified in this agreement, or that the County has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes as specified in this agreement;
11. In the event County fails to appropriate or budget funds for the purposes as specified in this Agreement ; or
12. Failure of the Sub-recipient to pay debts owed to the County or other debts when due.

n. **Personnel.**

1. The Sub-recipient represents that it has hired or will hire all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any contractual relationship, with the County.
2. All of the services required hereunder will be performed by the Sub-recipient, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

- o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- p. **Integration.** This Agreement, including the Recitals, and State and Federal Accounting Laws, all of which are incorporated by reference as a part of this agreement, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- q. **Amendment; Waiver.** This agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. If an amendment is required to County's agreement with HHS and that amendment requires amendment to this agreement, County shall notify Sub-recipient and Sub-recipient may either agree to such amendment, which will be reduced to writing and duly executed by both parties, or Sub-recipient may terminate this agreement. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this agreement shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this agreement.
- r. **Drafting Presumption.** The parties acknowledge that this agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this agreement.

10. TERMINATION

The County or the Sub-recipient may terminate this Agreement should the Children's Bureau terminate the funding. Termination shall become effective 15 days after actual services of written Notice of Termination by either party upon the other party. Actual notice means receipt of a written Notice of Termination. The notice must be served at the following addresses:

COUNTY: Washoe County Department of Social Services
ATTN: Ken Retterath
P.O. Box 11130
350 So. Center Street 3rd floor
Reno, NV 89520-0027

CONTRACTOR: Children's Cabinet
ATTN: Mike Pomi
1090 S. Rock
Blvd. Reno, NV
89502

If termination is made pursuant to this Agreement a final invoice and/or report of the type described in section 5, if applicable, must be immediately prepared by the Sub-recipient within 7 days after the effective date of the termination setting forth all services provided by the Sub-recipient after its last invoice and/or report and before the effective date of the termination.

After approval of the final invoice, the County shall pay to the Sub-recipient any amounts owed for services actually provided prior to the effective date of termination.

11. OTHER PROVISIONS

During the performance of this agreement, the Sub-recipient must follow:

- a. **Equal Employment Opportunity.**
 1. The Sub-recipient will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Sub-recipient's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Sub-recipient will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
 2. Vietnam Veterans. The Sub-recipient agrees to comply with Section 402 -Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
 3. The Sub-recipient agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.
- b. **Nondiscrimination in Federally Assisted Programs.** The Sub-recipient will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.
- c. **Hatch Act.** Neither the Sub-recipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- d. **Religious Activities.** In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of essential services and/or the payment of operational costs, the Sub-recipient:
 1. Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs;

2. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 3. It will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 4. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.
- e. **Drug-Free Workplace Requirements.** The Sub-recipient agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Sub-recipient is required to submit an executed copy of the certification prior to the encumbrance of grant funds.
- f. **Influence/Lobbying Requirements.** The Sub-recipient agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements. The Sub-recipient is required to submit an executed copy of the certification prior to the encumbrance of grant funds.

12. COMPLIANCE WITH LAWS

Sub-recipient agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

13. GOVERNING LAW / MISCELLANEOUS

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. Any action brought pursuant to this Agreement shall be brought in Washoe County, Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

14. INSURANCE SPECIFICATIONS

Washoe County has established specific indemnification and insurance requirements for agreements with contractors to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract.

15. AUTHORITY TO ENTER INTO AGREEMENT

The undersigned person signing as an officer on behalf of the Sub-recipient, a party to this Agreement, hereby warrants and represents that said person has actual authority to enter into this Agreement on behalf of said Sub-recipient and to bind the same to this Agreement, and, further, that said Sub-recipient has actual authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date entered into on the first page hereof.

COUNTY OF WASHOE, by and through
Its Board of County Commissioners

By: _____
Chairman, Washoe County Commission

Date: _____

CHILDREN'S CABINET

By: _____
Michael Pomi, Executive Director

Date: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, duly commissioned and sworn, personally appeared, _____ know to me to be the _____ of _____, who executed the within Contract and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

NOTARY

Exhibit A
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
CONTRACTOR SERVICE CONTRACTS

INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this Contract.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub- CONTRACTOR in the performance of their CONTRACTOR services under the Contract.

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-CONTRACTOR, if any) while acting under the terms of this Contract; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONTRACTOR'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-CONTRACTORS. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-CONTRACTOR by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the COUNTY to make any payment under this Contract to provide COUNTY with a certificate issued by an insurer in accordance with NRS 6168.627 and NRS 617.210.

If CONTRACTOR or Sub-CONTRACTOR is a sole proprietor, coverage for the sole proprietor

must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 6168627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any Contract. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Contract.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the CONTRACTOR Liability Policy.

Should COUNTY and CONTRACTOR agree that higher CONTRACTOR Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONTRACTOR'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Contract. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Contract. Any changes to the deductibles or self-insured retentions made during the term of this Contract or

during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. *All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.* COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-CONTRACTOR. Sub-CONTRACTOR shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-CONTRACTOR, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-CONTRACTORS under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Contract and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR under this Contract if CONTRACTOR is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Contract;
 - c. Terminate the Contract.

APPENDIX B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT BETWEEN

**CHILDREN'S CABINET Hereinafter
referred to as "Covered Entity"**

and

**THE COUNTY OF WASHOE Hereinafter
referred to as "Business Associate"**

This agreement is entered into between Covered Entity and Business Associate, effective upon signature.

Business Associate acknowledges and agrees that all protected health information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic medium by Covered Entity or its operating units to Business Associate on Covered Entity's behalf shall be subject to this agreement.

OBLIGATIONS AND ACTIVITIES OF the BUSINESS ASSOCIATE

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted by this Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as set forth in the contract's Inspection and Audit provisions, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45

CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as mutually agreed between the parties.

8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or the Secretary, in a time and manner as set forth in the contract's Inspections and Audit provisions or designated by the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as set forth in the contract's Inspection and Audit provisions, information collected in accordance with the previous section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

PERMITTED USE AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provisions (*1. and 2. are alternative approaches*)

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are:
 - a. Required by Law, or
 - b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and
 - c. The person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services for Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.5020(1).

OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect (Business Associate's) use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that (Covered Entity) has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

PERMISSABLE REQUESTS BY COVERED ENTITY

Except in the event of lawful data aggregation or management and administrative activities, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

TERM AND TERMINATION

1. TERM:

The Term of the Agreement shall extend beyond the termination of the contract and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created and received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination.

2. EFFECT OF TERMINATION

- a. Except as provided in paragraph (b.) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from (Covered Entity), or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to (Covered Entity) notification of the conditions that make return or destruction infeasible.

Upon a mutual determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and

disclosures of such Protected Health Information to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

1. AMENDMENT: The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No 104-191.
2. SURVIVAL: The respective rights and obligations of Business Associate under EFFECT OF TERMINATION of this Agreement shall survive the termination of this Agreement.
3. INTERPRETATION: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

RESOLUTION

Authorizing the Grant of Public Money to a Private Nonprofit Organization

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a Board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the from the U.S. Department of Health and Human Services, Initiative to Reduce Long-term Foster Care, CFDA #93.648, federal award number 90CT0157-05-00, will provide a substantial benefit to the inhabitants of Washoe County and are made to a private nonprofit organization.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to The Children's Cabinet, a private, nonprofit organization, a grant in the amount of \$1,357,635.00;
2. The purpose of the Permanency Innovations Initiative is to develop a new approach to permanency for children entering the foster care system. Washoe County provides foster care to over 700 children annually. The Initiative to Reduce Long-Term Foster Care is focused on preventing children from entering long-term foster care, improving permanency for children in foster care and decreasing the amount of time it takes for foster care youth to achieve permanency;
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Subgrant Agreement.

Adopted this 23rd day of September 2014.

David Humke
Chairman, Washoe County Commission

ATTEST:

County Clerk